

U.S. GOVERNMENT PRINTING OFFICE

Washington, DC

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

Case-Bound Decisions and Orders of the National Labor Relations Board

as requisitioned from the U.S. Government Printing Office (GPO) by the

National Labor Relations Board

Single Award

**TERM OF CONTRACT:** The term of this contract is for the period beginning December 1, 2008 and ending November 30, 2009, plus up to four (4) optional 12-month extension period(s) that may be added in accordance with the "Option to Extend the Term of the Contract" clause in Section 1 of this contract.

**BID OPENING:** Bids shall be publicly opened at 11:00 a.m., prevailing Washington, DC time, on November 14, 2008.

**BID SUBMISSION:** Submit bid in pre-addressed envelope furnished with solicitation, or send to: U.S. Government Printing Office, Bid Section, 36 H Street, NW, Room C-161, Stop PPSB, Washington, DC 20401. Facsimile bids in response to this solicitation are permitted. Facsimile bids may be submitted directly to the GPO Bid Section, FAX No. (202) 512-1782. The Program number and bid opening date must be specified with the bid. Refer to Facsimile Bids in Solicitation Provisions of GPO Contract Terms, GPO Publication 310.2 as revised June 2001.

Abstracts of contract prices are available at <http://winapps.access.gpo.gov/ppd/abstracts/central/default.asp>

For information of a technical nature call Karen Johnson (202) 512-1239 (No collect calls).

## SECTION 1.- GENERAL TERMS AND CONDITIONS

**GPO CONTRACT TERMS:** Any contract which results from this Invitation for Bid will be subject to the applicable provisions, clauses, and supplemental specifications of GPO Contract Terms (GPO Pub. 310.2, effective December 1, 1987 (Rev. 6-01)) and GPO Contract Terms, Quality Assurance Through Attributes Program (GPO Pub. 310.1, effective May 1979 (Rev. 8-02)).

**DISPUTES:** GPO Publication 310.2, GPO Contract Terms, Contract Clause 5. Disputes, is hereby replaced with the June 2008 clause found at <http://www.gpo.gov/printforms/pdf/contractdisputes.pdf>. This June 2008 clause also cancels and supersedes any other disputes language currently included in existing contractual actions.

**QUALITY ASSURANCE LEVELS AND STANDARDS:** The following levels and standards shall apply to these specifications:

Product Quality Levels:

- (a) Printing (Page related) Attributes - Level III.
- (b) Finishing (Item related) Attributes - Level III.

Inspection Levels (from ANSI/ASQC Z 1.4):

- (a) Non-destructive Tests - General Inspection Level I.
- (b) Destructive Tests - Special Inspection Level S-2.

Specified Standards: The specified standards for the attributes requiring them shall be:

<u>Attribute</u>	<u>Specified Standard</u>
P-7. Type Quality and Uniformity	Camera Copy

**SUBCONTRACTING:** The predominant production function may be either presswork or binding. Bidder who must subcontract both operations will be declared nonresponsible.

**OPTION TO EXTEND THE TERM OF THE CONTRACT:** The Government has the option to extend the term of this contract for a period of 12 months by written notice to the contractor not later than 30 days before the contract expires.

If the Government exercises this option, the extended contract shall be considered to include this clause, except, the total duration of the contract may not exceed five years as a result of, and including, any extension(s) added under this clause. Further extension may be negotiated under the "Extension of Contract Term" clause. See also "Economic Price Adjustment" for authorized pricing adjustment(s)

**EXTENSION OF CONTRACT TERM:** At the request of the Government, the term of any contract resulting from this solicitation may be extended for such period of time as may be mutually agreeable to the GPO and the contractor.

**ASSIGNMENT OF JACKETS, PURCHASE AND PRINT ORDERS:** A GPO jacket number will be assigned and a purchase order issued to the contractor to cover work performed. The purchase order will be supplemented by an individual "Print Order" for each job placed with the contractor. The print order, when issued, will indicate the quantity to be produced and any other information pertinent to the particular order.

**ECONOMIC PRICE ADJUSTMENT:** The pricing under this contract shall be adjusted in accordance with this clause, provided that in no event will any pricing adjustment be made that would exceed the maximum permissible under any law in effect at the time of the adjustment. There will be no adjustment for orders placed during the first period specified below. Pricing will thereafter be eligible for adjustment during the second and any succeeding performance period(s). For each performance period after the first, a percentage figure will be calculated as described below and that figure will be the economic price adjustment for that entire next period. Pricing adjustments under this clause are not applicable to reimbursable postage or transportation costs, or to paper, if paper prices are subject to adjustment by

separate clause elsewhere in this contract.

For the purpose of this clause, performance under this contract will be divided into successive periods. The first period will extend from the beginning of the contract to November 30, 2009, and the second and any succeeding period(s) will extend for 12 months from the end of the last preceding period, except that the length of the final period may vary. The first day of the second and any succeeding period(s) will be the effective date of the economic price adjustment for that period.

Pricing adjustments in accordance with this clause will be based on changes in the seasonally adjusted "Consumer Price Index For All Urban Consumers - Commodities Less Food" (Index) published monthly in the CPI Detailed Report by the U.S. Department of Labor, Bureau of Labor Statistics.

The economic price adjustment will be the percentage difference between Index averages as specified in this paragraph. An index called the variable index will be calculated by averaging the monthly Indexes from the 12-month interval ending 3 months prior to the beginning of the period being considered for adjustment. This average is then compared to the average of the monthly Indexes for the 12-month interval ending August 31, 2008, called the base index. The percentage change (plus or minus) of the variable index from the base index will be the economic price adjustment for the period being considered for adjustment.

The Government will notify the contractor by contract modification specifying the percentage increase or decrease to be applied to invoices for orders placed during the period indicated. The contractor shall apply the percentage increase or decrease against the total price of the invoice less reimbursable postage or transportation costs and separately adjusted paper prices. Payment discounts shall be applied after the invoice price is adjusted.

**ORDERING:** Items to be furnished under the contract shall be ordered by the issuance of print orders by the Government. Orders may be issued under the contract from December 1, 2008 through November 30, 2009 plus for such additional period(s) as the contract is extended. All print orders issued hereunder are subject to the terms and conditions of the contract. The contract shall control in the event of conflict with any print order. A print order shall be "issued" for purposes of the contract, when it is either deposited in the U.S. Postal Service mail or otherwise furnished to the contractor in conformance with the schedule.

**REQUIREMENTS:** This is a requirements contract for the items and for the period specified herein. Shipment/delivery of items or performance of work shall be made only as authorized by orders issued in accordance with the clause entitled "Ordering". The quantities of items specified herein are estimates only, and are not purchased hereby. Except as may be otherwise provided in this contract, if the Government's requirements for the items set forth herein do not result in orders in the amounts or quantities described as "estimated", it shall not constitute the basis for an equitable price adjustment under this contract.

Except as otherwise provided in this contract, the Government shall order from the contractor all the items set forth which are required to be purchased by the Government activity identified on page 1.

The Government shall not be required to purchase from the contractor, requirements in excess of the limit on total orders under this contract, if any.

Orders issued during the effective period of this contract and not completed within that time shall be completed by the contractor within the time specified in the order, and the rights and obligations of the contractor and the Government respecting those orders shall be governed by the terms of this contract to the same extent as if completed during the effective period of this contract.

If shipment/delivery of any quantity of an item covered by the contract is required by reason of urgency prior to the earliest date that shipment/delivery may be specified under this contract, and if the contractor will not accept an order providing for the accelerated shipment/delivery, the Government may procure this requirement from another source.

The Government may issue orders which provide for shipment/delivery to or performance at multiple destinations.

Subject to any limitations elsewhere in this contract, the contractor shall furnish to the Government all items set forth herein which are called for by print orders issued in accordance with the "Ordering" clause of this contract.



## SECTION 2.- SPECIFICATIONS

SCOPE: These specifications cover the production of case-bound books requiring such operations as printing, binding, packing and distribution.

TITLE: Decisions and Orders of the National Labor Relations Board.

FREQUENCY OF ORDERS: Approximately 2 to 5 orders per year.

QUANTITY: Approximately 1,300 to 1,700 copies per order.

NUMBER OF PAGES: Approximately 1,100 to 1,600 pages per order; an occasional order may be up to 2,000 pages.

TRIM SIZE: 7-7/8 x 10-1/4" inches.

GOVERNMENT TO FURNISH:

Camera copy consisting of line art to be reproduced same size.

Preaddressed, permit imprint, gummed 3 x 5" mailing labels. Labels are not ZIP code sorted.

One reproduction proof, Form 905 (R. 6/03) with labeling and marking specifications.

A supply of blue labels and selection certificates for shipping Departmental Random copies.

Identification markings such as register marks, ring folios, rubber stamped jacket numbers, commercial identification marks of any kind, etc., except GPO imprint, form number, and revision date, carried on copy or film, must not print on finished product.

CONTRACTOR TO FURNISH: All materials and operations, other than those listed under "Government to Furnish," necessary to produce the product(s) in accordance with these specifications.

STOCK/PAPER: The specifications of all paper furnished must be in accordance with those listed herein or listed for the corresponding JCP Code numbers in the "Government Paper Specification Standards No. 12" dated February 2008.

Color of Medium Brown Buckram must be a close match, by visual inspection, of the furnished sample attached. The Contracting Officer reserves the right to reject shipments of any books bound, the color of which, in his opinion, materially differs from that of the furnished sample.

All text paper used in each copy must be of a uniform shade.

All endleaf paper must have the grain parallel to the spine.

White Offset Book, basis weight: 40 lbs. per 500 sheets, 25 x 38", equal to JCP Code A60.

Case-bound Covers: Medium Brown pyroxylin impregnated buckram that conforms to the American National Standard for Fabrics for Book Covers, designated ANSI L29.1-1977, Group E.

White Machine Finish Book End Paper, basis weight: 80 lbs. per 500 sheets, 25 x 38", equal to JCP Code A50.

Book Cover Board, 0.098" thick, equal to JCP Code R30.

PRINTING: Text prints head-to-head in black ink.

MARGINS: Head 1/2", bind 3/4".

**BINDING:**

Reinforce the endleaves and the first and last signatures with strips of ungummed, sized cotton cloth extending 1/4" on inner side of the signatures and 1" on the endleaves. Smyth (signature) sew with 3 sewn-on tapes. Trim 3 sides, round, back, and headband. Reinforce back with crash and strong paper liner. Case bind with suitable squares.

Stamp front cover, back cover and spine in black ink. Stamping must have solid impressions--no picking, pinholes, or filled letters. Approximate stamping areas: Front cover 66 sq. in.; back cover 66 sq. in.; spine 26 sq. in. Rules must extend the full width of the spine. Camera copy will be furnished for backstrip. Successful bidder will be furnished sample for front and back covers. Contractor to create stamping media.

**PACKING:**

Individual Mailing Containers: The contractor will be required to furnish individual mailing containers.

Contractor to package approximately 275 to 300 books per order in individual mailing containers with the title, volume number, stock number, and date printed on the spine. (GPO copies and single copy mailing only)

Individual mailing containers are to be sealed with a minimum 3-inch wide, class 2, type I asphaltic or type II nonasphaltic, glass or sisal filament tape that conforms to Federal Specification PPP-T-45 and any amendments thereto.

Individual Mailing containers are to be packed in shipping bundles/containers for multiple copy mailing and bulk shipments.

Shipping containers shall have a minimum bursting strength of 275 pounds per square inch or a minimum edge crush test (ECT) of 44 pounds per inch width.

Pallets are required for shipments to GPO only. Each order will require approximately 3 pallets.

**LABELING AND MARKING:**

Affix a label to each unit of mail packaged in individual mailing containers, cushioned shipping bags, shipping bundles and containers.

Reproduce shipping container label from furnished repro, fill in appropriate blanks and attach to shipping containers.

DEPARTMENTAL RANDOM COPIES (BLUE LABEL): All orders must be divided into equal sublots in accordance with the chart below. A random copy must be selected from each subplot. Do not choose copies from the same general area in each subplot. The contractor will be required to execute a statement furnished by GPO certifying that copies were selected as directed. The random copies constitute a part of the total quantity ordered, and no additional charge will be allowed.

Books

<u>Quantity Ordered</u>	<u>Number of Sublots</u>
500 - 3,200	50
3,201 - 10,000	80
10,001 - 35,000	125
35,001 and over	200

These randomly selected copies must be packed separately and identified by a special government-furnished blue label, affixed to each affected container. The container and its contents shall be recorded separately on all shipping documents and sent in accordance with the distribution list.

A copy of the PRINT ORDER/SPECIFICATION and a signed Government-furnished certificate of selection, must be included.

A copy of the Government-furnished certificate must accompany the invoice sent to the U.S. Government Printing Office, Financial Management Service, for payment. Failure to furnish the certificate may result in delay in processing the invoice.

**QUALITY ASSURANCE RANDOM COPIES:** In addition to the Departmental Random Copies (Blue Label), the contractor may be required to submit quality assurance random copies to test for compliance against the specifications. The print order will indicate the number required, if any. When ordered, the contractor must divide the entire order into equal sublots and select a copy from a different general area of each subplot. The contractor will be required to execute a statement furnished by GPO certifying that copies were selected as directed. Copies will be paid for at the running rate offered in the contractor's bid and their cost will not be a consideration for award.

Business Reply Mail labels will be furnished for mailing the quality assurance random copies. The copies are to be mailed at the same time as the first scheduled shipment. A copy of the print order must be included.

A U.S. Postal Service approved Certificate of Mailing, identified by Program, Jacket and Print Order numbers, must be furnished with billing for reimbursement of certificate fee.

#### **DISTRIBUTION:**

Mail f.o.b. contractor's city approximately 250 copies ranging from 1 to 19 copies to approximately 100 addresses, and deliver balance f.o.b. destination to approximately four addresses within the commercial zone of Washington, DC.

Complete addresses and quantities will be furnished with the print orders.

Upon completion of each order one sample copy must be returned to address listed under "Schedule".

The contractor is cautioned that the permit imprint indicia may be used only for the purpose of mailing material produced under this contract.

All mailing shall be made at the First Class rate.

All copies mailed must conform to the appropriate regulations in the U.S. Postal Service manuals for "Domestic Mail" or "International Mail" as applicable.

Orders which result in mailings of less than 200 pieces or less than 50 lbs. will require the contractor to apply the appropriate postage to each mailing. Contractor will be reimbursed for postage by submitting a properly completed Postal Service form (or equivalent) with the invoice for billing.

**Mailing Statements:** The contractor must submit two copies of the appropriate U.S. Postal Service mailing statement (e.g., 3602, 3602-G, 3541, etc.) to the entry post office for each mailing which bears GPO's assigned penalty permit imprint number (G-26). In the upper right corner of the mailing statement, contractor must include GPO identification number(s) such as, the jacket number or program and print order numbers. The contractor must mail the verified mailing statement, containing postage computations, within 24 hours of receipt from the U.S. Postal Service to: Contract Management Division, Contract Compliance Section (Stop PPSC), Room C811, U.S. Government Printing Office, Washington, DC 20401.

**Certificate of Conformance:** When using Permit Imprint Mail the contractor must complete GPO Form 712 - Certificate of Conformance (Rev. 2-91), supplied by GPO and the appropriate mailing statement or statements, supplied by USPS.

All expenses incidental to returning materials and furnishing sample copies must be borne by the contractor.

**SCHEDULE:** Adherence to this schedule must be maintained. Contractor must not start production of any job prior to receipt of the individual print order (GPO Form 2511).

No definite schedule for pickup of material can be predetermined.

Furnished material must be picked up from and delivered to National Labor Relations Board, Room 7404, 1099 14th Street NW, Washington, DC 20570.

The following schedule begins the workday after notification of the availability of print order and furnished material; the workday after notification will be the first workday of the schedule.

Complete production, mailing and delivery must be made within 30 workdays.

The ship/deliver date indicated on the print order is the date products ordered for delivery f.o.b. destination must be delivered to the destination(s) specified and mailing completed.

Unscheduled material such as shipping documents, receipts or instructions, delivery lists, labels, etc., will be furnished with each order or shortly thereafter. In the event such information is not received in due time, the contractor will not be relieved of any responsibility in meeting the shipping schedule because of failure to request such information.

Upon completion of each order, the contractor is to notify the Government Printing Office of the date of shipment (or delivery, if applicable). Call (202) 512-0516 or 0517; callers outside the Washington, D.C. area may call toll free 1-800-424-9470 or 9471.



### SECTION 3.- DETERMINATION OF AWARD

The Government will determine the lowest bid by applying the prices offered in the "Schedule of Prices" to the following units of production which are the estimated requirements to produce one year's production under this contract. These units do not constitute, nor are they to be construed as, a guarantee of the volume of work which may be ordered for a like period of time.

The following item designations correspond to those listed in the "Schedule of Prices".

	(1)	(2)
I. (a)	4	53
(b)	5,564	73,091
II.	1,845	

#### SECTION 4.- SCHEDULE OF PRICES

Bids offered are f.o.b. contractor's city for all mailed shipments and f.o.b. destination for all other shipments.

Prices must include the cost of all required materials and operations for each item listed in accordance with these specifications.

Bidder must make an entry in each of the spaces provided. Bids submitted with any obliteration, revision, or alteration of the order and manner of submitting bids, may be declared nonresponsive.

An entry of NC (No Charge) shall be entered if bidder intends to furnish individual items at no charge to the Government.

Bids submitted with NB (No Bid) or blank spaces for an item may be declared nonresponsive.

The Contracting Officer reserves the right to reject any offer that contains prices for individual items of production (whether or not such items are included in the Determination of Award) that are inconsistent or unrealistic in regard to other prices in the same offer or to GPO prices for the same operation if such action would be in the best interest of the Government.

All invoices submitted to the GPO shall be based on the most economical method of production.

Fractional parts of 100 will be prorated at the per 100 rate.

A charge will be allowed for each text page, whether printed or blank.

Unless otherwise specified, no more than three blank pages shall be permitted at the end of the text.

Prices must be submitted for the entire term of the contract and bids qualified for a lesser period will not be considered.

#### I. PRINTING AND BINDING:

	<u>Makeready and/or Setup</u> (1)	<u>Running Per 100 copies</u> (2)
(a) Complete Casebound Cover ..... per cover.....	\$ _____	\$ _____
(b) Text .....per page.....	\$ _____	\$ _____

#### II. PACKING AND DELIVERY: Prices must include printing individual mailing containers, affixing labels, packing and sealing shipping containers, and delivering mailed shipments to a post office.

Packing and sealing books in individual mailing containers....per container...\$ \_\_\_\_\_

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(Initials)

LOCATION OF POST OFFICE: All mailing will be made from the \_\_\_\_\_

Post Office located at Street Address \_\_\_\_\_,

City \_\_\_\_\_, State \_\_\_\_\_, Zip Code \_\_\_\_\_.

INSTRUCTIONS FOR BID SUBMISSION: Fill out "Section 4.- Schedule of Prices," initialing or signing each page in the space(s) provided. Submit two copies (original and one exact duplicate) of the "Schedule of Prices" with two copies of the GPO Form 910 "BID" form. Do not enter bid prices on GPO Form 910; prices entered in the "Schedule of Prices" will prevail.

Bidder \_\_\_\_\_

\_\_\_\_\_  
(City - State)

By \_\_\_\_\_  
(Signature and title of person authorized to sign this bid)

\_\_\_\_\_  
(Person to be contacted)

\_\_\_\_\_  
(Telephone Number)